

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

JUSTIN T. MAHER

Plaintiff

v.

CAITLIN H. RAILO and
QUALITY BUS SERVICE, LLC

Defendants

Docket No. 14 CV 3586 (JCM)

**STIPULATION OF
SETTLEMENT, DISCONTINUANCE
AND ORDER OF DISMISSAL**

WHEREAS, Plaintiff Justin T. Maher filed a Second Amended Complaint on June 9, 2014 asserting claims for negligence (Count I) against Defendant Caitlin H. Railo and vicarious liability (Count II), negligence & corporate liability (Count III), and negligent entrustment (Count IV) against Defendant Quality Bus Service, LLC as a result of personal injuries sustained during a February 14, 2013 motor vehicle accident; and

WHEREAS, none of the parties to the above-captioned action is an infant or incompetent person; and

WHEREAS, the parties have negotiated in good faith to resolve the claims asserted in Plaintiff's Second Amended Complaint; and

WHEREAS, the parties have agreed upon terms of settlement in full satisfaction of any and all claims for damages related to or arising out of any and all of the events set forth in Plaintiff's Second Amended Complaint; and

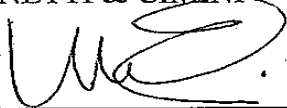
WHEREAS, the parties have agreed upon terms of release discharging the named Defendants from any and all liability for claims related to or arising out of any and all of the events set forth in Plaintiff's Second Amended Complaint; and

WHEREAS, the parties in the above-captioned action wish to discontinue the litigation;

IT IS HEREBY STIPULATED AND AGREED by and between the parties, through their respective counsel, as follows:

1. The above-captioned action is dismissed and discontinued with prejudice, as to the named Defendants, pursuant to Rule 41(a) of the Federal Rules of Civil Procedure.
2. Nothing in this So Ordered Stipulation of Settlement & Discontinuance shall be construed as an admission or concession of liability whatsoever by any of the Defendants regarding any of the claims asserted by the Plaintiff in his Second Amended Complaint.
3. This Stipulation of Settlement & Discontinuance and any Order entered thereon shall have no precedential value or effect whatsoever and shall not be admissible in any other action or proceeding as evidence or for any other purpose except in an action or proceeding to enforce this Stipulation of Settlement & Discontinuance.

Respectfully submitted:
COGNETTI & CIMINI



VINCENT S. CIMINI, ESQUIRE
Counsel for Plaintiff, Justin T. Maher

12-4-15

Date

MAYNARD, O'CONOOR, SMITH
& CATALINOTTO, LLP



MICHAEL E. CATALINOTTO, JR., ESQUIRE
Counsel for Defendant, Quality Bus Service, LLC

12/3/15

Date

LAROSE & LAROSE



KEITH V. LAROSE, ESQUIRE
Counsel for Defendant, Caitlin H. Railo

12/4/15

Date

Dated: _____
White Plains, New York

SO ORDERED:

JUDITH C. McCARTHY
United States Magistrate Judge